

# **DATA EXCHANGE AGREEMENT**

BETWEEN THE

**THE DEPARTMENT OF WORKFORCE DEVELOPMENT  
DIVISION OF WORKFORCE SOLUTIONS**

AND THE

(WDB NAME HERE)

PROVIDING FOR THE

RELEASE OF CONFIDENTIAL INFORMATION

FOR PURPOSES RELATED TO THE

ADMINISTRATION OF STATE AND FEDERAL PROGRAMS

## **I. PARTIES**

The parties to this agreement are the Wisconsin Department of Workforce Development, Division of Workforce Solutions (hereafter referred to as DWD/DWS) and the (WDB name)

## **II. TERM**

This Agreement shall remain in effect for a period of two years from the signature date of the (WDB name) director, after which the agreement coordinator will review the agreement. Both parties may agree to renew, amend or terminate the agreement, unless sooner suspended under the terms and conditions set forth in Article XII.

## **III. DEFINITIONS**

- A. DWD/DWS is the State of Wisconsin Agency charged with the responsibility of enforcing the provisions of:
1. The Wisconsin Works (W-2) program under § 49.141 - 49.161, Wis. Stats., and a state plan approved under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)/Temporary Assistance for Needy Families (TANF);
  2. The Food Stamp (FS) program and the Food Stamp Employment and Training Program (FSET) under the Food Stamp Act of 1977, et. seq.
  3. The following State programs approved under Title I, IV-A, IV-D, X, XIV or XVI of the Social Security Act:
    - a. Child Care and Development Fund.
    - b. Child Support
    - c. Refugee Assistance Program.
  4. DWD/DWS supervises the local performance of income and eligibility verification for TANF and the Food Stamp Program.
  5. The Workforce Attachment and Advancement (WAA) Program.
  6. The Welfare to Work (WtW) Program.
  7. The Wagner-Peyser Act.
  8. The Workforce Investment Act.

B. The Workforce Investment Act of 1998 (WIA) establishes Workforce Development Boards (WDB). WDB's will fund service providers (vendors) and maintain oversight of the local workforce investment system. The purpose of (WDB Name) is to set policy for the workforce investment system within the local area, to help achieve increased employment, retention and earnings of participants, improving the quality of the workforce, reducing welfare dependency, and improving the productivity and competitiveness of the state's and nation's economy. Some specific functions include:

1. Coordinate workforce investment activities with economic development strategies and developing employer linkages.
2. Selecting operators and providers.
3. Develop a budget and direct disbursement of funds.
4. Conduct oversight of WIA Title 1-B youth, adult and dislocated worker programs, and the one stop system.
5. Promote participation of private sector employers to assist in meeting the employers hiring needs.

C. The DWD/DWS data stewards for Client Assistance for Reemployment and Economic Support (CARES), Government Services Tracking and Reporting Systems (G\*STARS), Employer Record System (ERS), Wisconsin Job Order System (WJOS), and the Kids Information Data System (KIDS) are the individuals designated by the DWD/DWS Division Administrator to:

1. Coordinate and administer amendments to this agreement.
2. Work with the DWD/DWS automated systems/data security to oversee the procedures for designating (WDB Name) staff and its vendor staff appropriate access to DWD/DWS systems/data.

D. The (WDB NAME) security officer is the individual designated by (WDB Name) director to perform day-to-day security functions, including:

1. Requesting appropriate access and user id's for (WDB Name) staff and its vendor staff whose job functions require access to all or some of the automated systems/data listed in Attachment A of this agreement.
2. Monitoring compliance with this agreement by (WDB NAME) staff and its vendor staff granted access to DWS automated systems/data listed in Attachment A.

3. Requesting that DWS automated systems/data security terminate or modify access for any individual whose job functions or use of access merits such a change.
- E. The *(WDB Name)* agreement coordinator is the person designated by the *(WDB Name)* director to:
1. Coordinate and administer amendments (attachments) to this agreement.
  2. Work with *(WDB NAME)* security officer to oversee the procedures for requesting and monitoring *(WDB Name)* staff and its vendor staff to the appropriate access DWD/DWS automated systems/data.
  3. Work with DWD/DWS data steward to create and maintain a listing of all partners authorized access to some or all DWD/DWS automated systems/data.
- F. The *(WDB Name)* security officer, agreement coordinator and DWD/DWS data steward are identified in Attachment A.
- G. DWD/DWS systems security unit is the entity in DWD/DWS responsible for:
1. Receiving access requests from the security officer listed in Attachment A and as permitted by this agreement, issuing user ids and providing access described in Attachment A.
  2. Monitoring the use of access and investigating anomalies in the use of access.
  3. Suspending access as necessary to correct abuses of access or at the request of the *(WDB NAME)* security officer.
  4. Consult with the DWD/DWS data steward for DWD/DWS automated systems/data regarding access issues, including actions under Articles XIII and XIV of this agreement.

#### IV. **PURPOSE**

The purpose of this agreement is, to ensure maximum coordination of services to employers and job seekers throughout the State of Wisconsin, allow (WDB Name) and its vendors access to DWD/DWS automated systems/data for registering and tracking core, intensive and training WIA services.

**V. DATA/INFORMATION TO BE PROVIDED AND PURPOSES**

DWD/DWS automated systems/data will be used by (WDB Name) and its vendors to enroll participants in WIA programs, for tracking and monitoring participants in WIA programs, and to evaluate how participants and providers are providing services, to both employers and job seekers. Attachment A contains the DWD/DWS automated systems/data which (WDB Name) and its vendors are authorized to access.

**VI. OFFICIALS WITH AUTHORITY TO REQUEST INFORMATION**

Officials with authority to request additional DWD/DWS automated systems/data information or changes to this agreement are identified in Attachment A.

**VII. METHODS, TIMING AND FORMATS OF REQUESTS**

All requests for information and/or changes to the security access identified in the Attachment A to this agreement must be routed through the (WDB NAME) security officer listed in Attachment A. Access to DWD/DWS automated systems/data will be accomplished by completing a DES-10 form and submitting the form to the designated DWD/DWS security officer listed in Attachment A once this agreement is consummated.

**VIII. PROTECTION OF CONFIDENTIALITY: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE**

(WDB Name) and its vendors agrees to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure:

- A. The information subject to this agreement shall be used only to the extent necessary to assist in the valid administrative needs of (WDB Name) and its vendors and shall be used only for the purposes as defined in Article IV of this agreement.
- B. (WDB Name) and its vendors will not use the information for any purposes not specifically authorized under this agreement.
- C. Paper documentation (reports, screen prints, etc.) containing confidential client information shall be stored in a place physically secure from access

by unauthorized persons in conformance with the DWD/DWS security policy and DWD internal security rules.

- D. Information stored in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by any means.
- E. (WDB Name) and its vendors shall instruct all employees with access to the information covered under this agreement regarding the safeguarding of confidential client information required by State and Federal law. Training shall precede any request for access.
  - 1. Training may be accomplished by providing employees with confidentiality and security policy materials, such as those provided by DWD/DWS, and requiring that those materials be read.
  - 2. Training shall be documented by requiring each employee to sign an affidavit stating that they have received and read the materials, understand them, and agree to comply with them.
  - 3. The affidavit shall be maintained by (WDB Name) and will be made available upon request for monitoring purposes.
- F. (WDB Name) and its vendors shall inform employees with access under this agreement of any new confidentiality or security requirements that it receives from DWD/DWS or other official sources such as the Social Security Administration, or the Division of Unemployment Insurance.
- G. At least annually (WDB Name) and its vendors shall re-train employees with access to confidential DWD/DWS client information on the confidentiality and security requirements, and shall obtain a newly signed affidavit.
- H. (WDB Name) and its vendors agree that its requirements regarding confidentiality of information set forth in applicable state and federal statutes, administrative rules, employee handbooks and policy manuals shall apply equally to information obtained under this agreement.

## **IX. CONFIDENTIALITY ACKNOWLEDGMENT**

The (WDB Name) director, on behalf of (WDB Name) and its vendors, attests that all personnel with access to confidential DWD/DWS automated systems/data covered under this agreement will be required to adhere to the policies and procedures of DWD/DWS regarding confidentiality.

**X. DISCLOSURE OF INFORMATION**

In accordance with this agreement and in compliance with federal and state law; (WDB Name) and its vendors will not disclose any information obtained through this agreement to any third party without prior written approval from DWD/DWS unless otherwise required and/or authorized by Federal or State law.

**XI. COMPLIANCE: ON-SITE INSPECTIONS**

(WDB Name) and its vendors agree to permit authorized personnel of DWD/DWS, their agents, and federal oversight entities to make on-site inspections to ensure that requirements of federal statutes and regulations applicable to this agreement are being met.

**XII. SUSPENSION OF THIS AGREEMENT FOR DEFAULT**

Notwithstanding the term of this agreement as specified in Article II, DWD/DWS shall suspend this agreement in accordance with state and federal requirements or within forty-five (45) days if no state/federal requirements apply, in the event of any of the following:

- A. (WDB Name) or its vendors use any information provided under this agreement for a purpose not specified herein.
- B. (WDB Name) or its vendors fail to protect the confidentiality of information provided under this agreement and/or to protect such information against unauthorized access or disclosure as provided by Article VIII.
- C. (WDB Name) or its vendors violate Article IX of this agreement.
- D. (WDB Name) or its vendors fail to abide by the disclosure provisions of Article X.
- E. (WDB Name) or its vendors fail to allow on-site inspections authorized by Article XI.
- F. The provisions of Article XII, Sections A through E above, apply as a last resort. Suspension of this agreement will typically not occur in isolated instances of (WDB Name) staff or its vendors committing a violation of this agreement. Systems audits will be the responsibility of DWD/DES. DWD/DWS expects (WDB Name) to cooperate in investigations of individual staff violations and expect (WDB Name) and its vendors to take appropriate actions against staff who commits violations of this agreement when such violations are documented. DWD/DES reserves the right to suspend or revoke any (WDB Name) or its vendors staff login ID for any

or all state computer systems violations without cause. Numerous individual staff violations to this agreement, without sufficient enforcement by (WDB Name) management, will constitute good cause to suspend this agreement in full.

- G. (WDB Name) acknowledges that persons authorized to receive access to DWD/DWS automated systems/data are subject to the terms of Sec. 49.83, which are as follows:  
*“Limit on giving information. Except as provided under Sec. 49.32(9), (10), and (10m), no person may use or disclose information concerning applicants and recipients of relief funded by a relief block grant, aid to families with dependent children, Wisconsin Works under Sec. 49.141 to 49.161, social services, child and spousal support and establishment of paternity services under Sec. 49.22 or supplemental payments under Sec. 49.77 for any purpose not connected with the administration of the programs. Any person violating this section may be fined not less than \$25 nor more than \$500 or imprisoned in the county jail not less than 10 days nor more than one year of both.”*

### **XIII. CURE DEFAULT TO REINSTATE AGREEMENT**

Any suspension of this agreement for any one or more of the reasons specified in Article XIII shall last until DWD/DWS is satisfied that (WDB Name) and its vendors are again in compliance with the terms of this agreement. If a new agreement is required, all drafting and associated work will be the joint responsibility of the DWD/DWS data steward and (WDB Name) agreement coordinator.

### **XIV. SUSPENSION OR TERMINATION OF THIS AGREEMENT**

Upon forty-five (45) days written notices to (WDB Name), DWD/DWS may suspend or terminate this Agreement without cause.

### **XV. SURVIVAL**

The confidentiality and disclosure requirements in Articles VIII, IX, and X of this agreement survive the termination, for whatever reason, of the agreement itself, subject to applicable state and federal laws.

### **XVI. AMENDMENT OF THIS AGREEMENT**

All or part of this agreement may be amended at any time by written amendment signed by the agreement coordinators of DWD/DWS and (WDB Name) listed in Attachment A. It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If either applicable state or



federal law changes, this agreement will be considered immediately modified in accordance with each such change, without notice or written amendment.

**XII. IMPACT OF STATE OR FEDERAL LAW CHANGE**

Each party agrees to give the other party written notice within thirty (30) days after becoming aware of any state or federal law change which may impact upon the performance of either party under this agreement.

**XIII. SIGNATURE BLOCK**

Approval of this agreement is given by the:

**For DWD/DWS:**

\_\_\_\_\_  
Eric Baker, Division Administrator

\_\_\_\_\_  
Date

**For the (WDB Name):**

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
Date

## ATTACHMENT A

### A. AGREEMENT COORDINATORS

1. DWD/DWS hereby designates Tim Hineline to serve as the data steward as specified in Article III (B) of this agreement.
2. *(WDB Name)* hereby designates *(WDB agreement coordinator name and phone number)* to serve as the agreement coordinator specified in Article III (E) of this agreement.

### B. SECURITY OFFICERS

1. *(WDB Name)* hereby designates *(WDB Security Officer Name and phone number)* to serve as its security officer responsible for approving all requests (DES-10s) from *(WDB Name)* for access to DWD/DWS automated systems/data. Said requests (DES-10s) will be forwarded to the DWD/DWS security officer for processing.

### OFFICIALS WITH AUTHORITY TO REQUEST INFORMATION

*(WDB Name)* officials with authority to request additional information or changes pursuant to this agreement are as follows:

A.

B.

### DWD/DWS SYSTEMS/DATA *(WDA Name)* AND ITS VENDORS WITH LEGITIMATE BUSINESS NEEDS ARE AUTHORIZED TO ACCESS UNDER THE TERMS OF THIS AGREEMENT

1. CARES for the WtW and WAA programs.
2. G\*STARS
3. WJOS
4. ERS